

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE

Between

GMED Global, Ltd., Kazan State Medical University,

and

InterHealth Saudi Arabia

DATED: October, 1 2017

This Memorandum of Understanding (MOU) has been developed by GMED Global, Ltd. And is confidential to the Parties, which include: Kazan State Medical University and InterHealth Saudi Arabia. It is intended for internal use only and should not be circulated outside the Parties. All Parties must approve any dissemination to individuals or entities other than the members of the Parties.

**A. GMED GLOBAL, LTD, KAZAN STATE MEDICAL UNIVERSITY
AND INTERHEALTH SAUDI ARABIA WISH TO SET OUT IN THIS
MEMORANDUM THE PRINCIPLES OF A PROPOSED JOINT
VENTURE IN THE FIELD OF MEDICAL EDUCATION AND
MEDICAL HOSPITAL SERVICES IN KAZAN, TATARSTAN,
RUSSIA.**

Each party has various interests in the field of Medical Education and Medical Hospital Care, Facilities, and Development. The parties wish to establish a joint venture to collaborate their interests in these fields so as to enable them to develop the business of medical service and education in Kazan, Tatarstan, Russia more effectively and to take advantage of the opportunities arising in the field.

The parties believe that the joint venture will be in their mutual best interests. They recognize that the various arrangements [regarding their existing interests] will need careful review but each will endeavour in good faith to agree the detailed terms of the joint venture, on the basis of the principles set out in this Memorandum, and to take all necessary other actions in order successfully to establish the joint venture.

JOINT VENTURE COMPANY

1. The parties intend to establish a joint venture company to develop a hospital and medical school in Kazan, Tatarstan, Russia as described further in Appendix 1.
2. The parties' preferred intention is to create a new jointly-owned company into which they would transfer their existing interests. The parties will consider appropriate alternative structures if that becomes necessary or desirable on the grounds of tax and cost efficiency.
3. The joint venture's headquarters will be based in Kazan, Russia.

ACTIVITIES OF THE JOINT VENTURE

4. The joint venture will be primarily active in Canada, United States, and Russia; however, this is a global activity and thus operations such as recruitment of students and patients may happen from time to time in any part of the world.
5. The business of the joint venture will be developing, building, and operating a medical hospital and school for medical professionals and doctors in Kazan, Tatarstan, Russia. The business may include other activities, technologies, research, services, and products as the parties may subsequently agree.
6. The Parties shall draw up and approve an initial business plan. The Parties of the joint venture will review the business plan at regular intervals and update it as needed.



TECHNOLOGY AND INTELLECTUAL PROPERTY

7. Each party will make available to the joint venture the benefit of all its existing technology and intellectual property relating to the activities describe herein. The parties will discuss and affect the most appropriate structure and arrangements to achieve this.

VALUATION

8. The parties will finalise valuation negotiations before signing the joint venture agreements. The Parties will use all reasonable efforts to agree an appropriate valuation process and methodology in accordance with the outline principles set out in Appendix 2.

9. Each party will make available to the other party all information (including financial information) regarding the interests to be vested in the joint venture as the other party may reasonably request in order to facilitate the valuation process.

CAPITAL AND FUNDING

10. It is the intention of the parties that the joint venture should be self-financing and should obtain additional funds from third parties without recourse to its members. Each party nevertheless acknowledges its intention to support the business of the joint venture in accordance with the current business plan, and [will] provide guarantees and undertakings as may reasonably be required to enable the joint venture to obtain funds.

BOARD AND MANAGEMENT

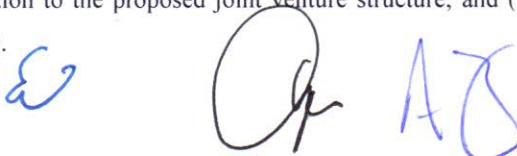
11. Overall management and supervision of the joint venture shall be the responsibility of the Board. Each party shall appoint an equal number of directors to the Board and have equal voting rights. The chairman of the Board shall have a casting vote. A quorum shall require at least one director appointed by each party.

12. Certain key decisions affecting the joint venture shall be reserved for mutual agreement between all Parties as shareholders. Final identification of these matters will be for the definitive agreement but they are likely to include:

- material change in scope or nature of the business;
- making (or terminating) any material joint venture, intellectual property, collaboration or technology licence;
- any material contract or transaction outside the ordinary course of business;
- major asset or business acquisitions/disposals;
- appointment/removal of the Chief Executive and other senior management;
- capital expenditures;
- borrowings and loans;
- approving the annual budget;
- changes in dividend policy;
- material dealings between the joint venture and the other groups;
- appointing/removing the auditors.

THIRD PARTY APPROVALS

13. The parties will use all reasonable efforts to identify [and obtain] as soon as possible any third party consents or approvals which may be required, including: (i) consents of relevant regulatory authorities; (ii) any tax clearances reasonably required by either party in relation to the proposed joint venture structure; and (iii) consents of [other joint venture partners] [specific major customers].



14. Material third party consents or approvals (to include government(s)) will be a precondition of completing the joint venture. Each party will endeavour to obtain them as speedily as possible and each will co-operate with the other for this purpose.

CONFIDENTIALITY AND ANNOUNCEMENTS

15. The Confidentiality Agreement dated _October 5, 2017 shall continue in force. Each party shall keep confidential and not disclose to any other person, nor use for any purpose except the purposes of the joint venture, any information obtained from the other party as a result of negotiating, entering into or implementing the joint venture other than information

which:

(a) is required to be disclosed by operation of law or any stock exchange regulations or any binding judgment or order, or any requirement of a competent authority;

(b) is reasonably required to be disclosed in confidence to a party's professional advisers for use in connection with the joint venture and/or matters contemplated in this Memorandum of Understanding;

(c) is or becomes within the public domain (otherwise than through the recipient party's default).

16. No public announcement or press release in connection with the subject matter of this Memorandum of Understanding shall be made or issued by or on behalf of any party without the prior written approval of the others, except such as may be required by law, by any stock exchange or by any governmental authority.

GOVERNING LAW

17. This Memorandum of Understanding is governed by Russian Federation law in the Kazan, Tatarstan.

18. A person who is not a party to this Memorandum of Understanding shall have no rights to enforce any of its terms.

PROCEDURE

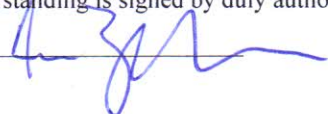
19. Following signature of this Memorandum of Understanding, the parties will proceed as rapidly as possible with the due diligence and valuation process and with preparing and negotiating the legally definitive agreements

STATUS

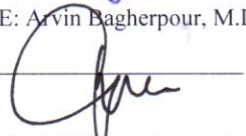
20. **This Memorandum of Understanding represents the good faith intentions of the parties to proceed with the proposed joint venture but is not legally binding and creates no legal obligations on either party. Its sole purpose is to set out the principles on which the parties intend in good faith to negotiate legally definitive agreements.**

SIGNATURES

This Memorandum of Understanding is signed by duly authorised representatives of the parties:

SIGNED) SIGNATURE: 
for and on behalf of) Date:

GMED Global, Ltd) NAME: Arvin Bagherpour, M.D.

SIGNED) SIGNATURE: 
for and on behalf of) Date:

Kazan State Medical University) NAME: Alexey Sozinov, MD

SIGNED) SIGNATURE: 
for and on behalf of) Date:

Intehealth Saudi Arabia) NAME: Emad Eldukir, MD